# **EXHIBIT A**



## Espit BolkEsus Bozalla NBC Player Fethement Plan

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VIA FEDERAL EXPRESS

October 8, 2014

Mr. Chris Hudson 6361 Moon Dance Cove Olive Branch, MS 38654

Re: Request for Reclassification

Dear Mr. Hudson:

On October 8, 2014, the Disability Initial Claims Committee ("Committee") of the Bert Bell/Pete Rozelle NFL Player Retirement Plan ("Plan") considered your request for the reclassification of your total and permanent disability ("T&P") benefits. We regret to inform you that the Committee denied your request. This letter describes the Committee's decision.

#### Relevant Plan Provisions

Plan section 5.10(e) provides that:

"Any Player who was awarded a disability benefit prior to September 1, 2011 (including any Player whose application for a disability benefit was received by this Plan prior to September 1, 2011, that leads to an award of a benefit) will not be eligible for a benefit under the rules governing the award of disability benefits that go into effect on September 1, 2011, unless based on an impairment other than the one that originally qualified him for a disability benefit. Furthermore, the rules in effect prior to September 1, 2011, will govern all appeals and reclassifications of disability benefits that were awarded prior to September 1, 2011 (including any Player whose application for a disability benefit was received by this Plan prior to September 1, 2011, that leads to an award of a benefit), except that the dispute resolution procedures of Section 8.3 will apply."

Prior Plan section 5.1 provides that T&P benefits will be awarded in one of four categories, only two of which are relevant here:

(c) <u>Football Degenerative.</u> The monthly total and permanent disability benefit will be no less than \$4,000 if the disability(ies) arises out of League football activities, and results in total and permanent disability before 15 years after the end of the Player's last Credited Season.

(d) Inactive. This category applies if (1) the total and permanent disability arises from other than League football activities while the Player is a Vested Inactive Player, or (2) the disability(ies) arises out of League football activities and results in total and permanent disability 15 or more years after the end of the Player's last Credited Season.

Prior Plan section 5.5(a) provides that:

"Classification of total and permanent disability benefits under Section 5.1 will be determined by the Retirement Board or the Disability Initial Claims Committee in all cases based on all of the facts and circumstances. In determining the appropriate classification of benefits for a Player who is totally and permanently disabled, it will be conclusively presumed that the Player was not totally and permanently disabled for all months or other periods of time more than forty-two (42) months prior to the date the Retirement Board receives a written application or similar request for total and permanent disability benefits that begins the administrative process that results in the award of the benefit. This forty-two (42) month limitation period will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim."

Prior Plan section 5.5(b) contained special rules applicable to claims for reclassification of T&P benefits:

"A Player who becomes totally and permanently disabled and who satisfies the conditions of eligibility for benefits under Section 5.1(a), 5.1(b), 5.1(c), or 5.1(d) will be deemed to continue to be eligible only for the category of benefits for which he first qualifies, unless the Player shows by evidence found by the Retirement Board or the Disability Initial Claims Committee to be clear and convincing that, because of changed circumstances, the Player satisfies the conditions of eligibility for a benefit under a different category of total and permanent disability benefits. A Player's total and permanent disability benefit will not be reclassified or otherwise increased with respect to any month or other period of time that precedes by more than forty-two months the date the Retirement Board receives a written application or similar letter requesting such reclassification or increase that begins the administrative process that results in the award of the benefit. This forty-two month limitation period will be tolled for any period of time during which such Player is found by the Retirement Board or the Disability Initial Claims Committee to be physically or mentally incapacitated in a manner that substantially interferes with the filing of such claim."

#### Discussion

As you know, you were awarded Inactive T&P benefits effective January 1, 2010 by the Retirement Board at its May 12, 2011 meeting. You appealed the Retirement Board's decision to classify your T&P benefits in the Inactive category. At its November 16, 2011 meeting, the Retirement Board denied your appeal because it determined that your disabling conditions did not arise out of League football activities.

On October 8, 2014, the Committee reviewed your September 16, 2014 letter and supporting documentation and determined that it does not present clear and convincing evidence that you meet the qualifications for the Football Degenerative category because of changed circumstances. The Committee also reaffirmed that your disabling condition did not arise out of League football activities. The Committee therefore denied your request for reclassification to the Football Degenerative category.



### **Appeal Rights**

Attached to this letter is section 12.6 of the Plan, which governs your right to appeal the Committee's decision. You may appeal the Committee's decision to the Plan's Retirement Board by filing a written request for review with the Retirement Board at this office within 180 days of your receipt of this letter. You should also submit written comments, documents and any other information that you believe shows you qualify for these benefits. The Retirement Board will take into account all available information, regardless of whether that information was available or presented to the Committee. Please note that if the Retirement Board reaches an adverse decision on review, you may then bring a civil action under section 502(a) of the Employee Retirement Income Security Act of 1974, as amended, 27 U.S.C. § 1132(a).

If you have any questions, please contact the Plan Office.

Very truly yours,

Paul Scott

Director of Disability Benefits

on behalf of the Disability Initial Claims Committee

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Enclosure

#### 12.6 Claims Procedures

Section 12.6(a) applies to claims for disability benefits, and Section 12.6(b) applies to all other claims for benefits under the Plan.

(a) <u>Disability Claims</u>. Each person must claim any disability benefits to which he believes he is entitled under this Plan by filing a written application with the Retirement Board in accordance with the claims filing procedures established by the Retirement Board, and such claimant must take such actions as the Retirement Board or the Disability Initial Claims Committee may require. The Retirement Board or the Disability Initial Claims Committee will notify such claimants when additional information is required. The time periods for decisions of the Disability Initial Claims Committee and the Retirement Board in making an initial determination may be extended with the consent of the claimant.

A claimant's representative may act on behalf of a claimant in pursuing a claim for disability benefits or appeal of an adverse disability benefit determination only after the claimant submits to the Plan a signed written authorization identifying the representative by name. The Retirement Board will not recognize a claimant's representative who is a convicted felon.

If a claim for disability benefits under Articles 5 and 6 of this Plan is wholly or partially denied, the Disability Initial Claims Committee will give the claimant notice of its adverse determination within a reasonable time, but not later than 45 days after receipt of the claim. This determination period may be extended twice by 30 days if, prior to the expiration of the period, the Disability Initial Claims Committee determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant of the circumstances requiring the extension of time and the date by which the Disability Initial Claims Committee expects to render a decision. If any extension is necessary, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. The claimant will be afforded at least 45 days within which to provide the specified information. If the Disability Initial Claims Committee fails to notify the claimant of its decision to grant or deny such claim within the time specified by this paragraph, the claimant may deem such claim to have been denied by the Disability Initial Claims Committee and the review procedures described below will become available to the claimant.

The notice of an adverse determination will be written in a manner calculated to be understood by the claimant and will set forth the following:

- (1) the specific reason(s) for the adverse determination;
- (2) reference to the specific Plan provisions on which the adverse determination is based;
- (3) a description of additional material or information, if any, needed to perfect the claim and the reasons such material or information is necessary;
- (4) a description of the Plan's claims review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA section 502(a) following an adverse determination on review;

- (5) any internal rule, guideline, protocol, or other similar criterion relied on in making the determination (or state that such information is available free of charge upon request); and
- (6) if the determination was based on a scientific or clinical exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's circumstances (or state that such explanation is available free of charge upon request).

The claimant will have 180 days from the receipt of an adverse determination to file a written request for review of the initial decision to the Retirement Board.

The claimant will have the opportunity to submit written comments, documents, and other information in support of the request for review and will have access to relevant documents, records, and other information in his administrative record. The Retirement Board's review of the adverse determination will take into account all available information, regardless of whether that information was presented or available to the Disability Initial Claims Committee. The Retirement Board will accord no deference to the determination of the Disability Initial Claims Committee.

If a claim involves a medical judgment question, the health care professional who is consulted on review will not be the individual who was consulted during the initial determination or his subordinate, if applicable. Upon request, the Retirement Board will provide for the identification of the medical experts whose advice was obtained on behalf of the Plan in connection with the adverse determination, without regard to whether the advice was relied upon in making the benefit determination.

Decisions by the Retirement Board on review will be made no later than the date of the Retirement Board meeting that immediately follows the Plan's receipt of the claimant's request for review, unless the request for review is received by the Plan within 30 days preceding the date of such meeting. In such case, the Retirement Board's decision may be made by no later than the second meeting of the Retirement Board following the Plan's receipt of the request for review. If special circumstances require a further extension of time for processing, a determination will be rendered not later than the third meeting of the Retirement Board following the Plan's receipt of the request for review. If such an extension of time is required, the Retirement Board will notify the claimant in writing of the extension, describing the special circumstances and the date as of which the determination will be made, prior to the commencement of the extension.

The claimant will be notified of the results of the review not later than five days after the determination.

Any notification of an adverse determination on review will:

- (1) state the specific reason(s) for the adverse determination;
- (2) reference the specific Plan provision(s) on which the adverse determination is based;

- (3) state that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits;
- (4) state that the claimant has the right to bring an action under BRISA section 502(a);
- (5) disclose any internal rule, guidelines, or protocol relied on in making the determination (or state that such information will be provided free of charge upon request); and
- (6) if the determination was based on a scientific or clinical exclusion or limit, contain an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's circumstances (or state that such explanation is available free of charge upon request).
- (b) All Other Claims. Each claimant or his beneficiary must claim any benefit to which he believes he is entitled under this Plan by filing a written claim with the Retirement Board in accordance with claim filing procedures established by the Retirement Board.

A claimant's representative may act on behalf of a claimant in pursuing a claim for benefits or appeal of an adverse determination only after the claimant submits to the Plan a signed written authorization identifying the representative by name. The Retirement Board will not recognize a claimant's representative who is a convicted felon.

The Retirement Board will decide a claim within 90 days of the date on which the claim is filed in accordance with the Plan's claim filing procedures, unless special circumstances (such as the need to obtain further clarifying information) require a longer period for adjudication and the claimant is notified in writing, prior to the expiration of the 90-day period, of the reasons for an extension of time and the expected decision date; provided, however, that no extensions will be permitted beyond 90 days after the expiration of the initial 90-day period. If the Retirement Board fails to notify the claimant of its decision to grant or deny such claim within the time specified by this paragraph, the claimant may deem such claim to have been denied by the Retirement Board and the review procedure described below will become available to the claimant.

If a claim is denied, in whole or in part, the claimant must receive a written notice. The notice of an adverse determination will be written in a manner calculated to be understood by the claimant and will set forth the following:

- (1) the specific reason(s) for the denial;
- (2) a reference to the specific Plan provision on which the denial is based;
- (3) a description of additional information necessary for the claimant to perfect his claim, and the reasons such material or information is necessary; and

(4) an explanation of the Plan's procedure for review of the denied or partially denied claim set forth below, including the claimant's right to bring a civil action under ERISA section 502(a) following an adverse determination on review.

The claimant will have 60 days from the receipt of an adverse determination to request in writing a review of the denial of his claim by the Retirement Board, which will provide a full and fair review.

The claimant or his duly authorized representative will have, upon request and free of charge, reasonable access to, and copies of all, documents, records, and other information relevant to the claimant's claim for benefits, and may submit issues and comments in writing. The review will take into account all available information submitted to the Retirement Board, regardless of whether such information was submitted or considered in the initial benefit determination. The decision by the Retirement Board with respect to the review will be made no later than the date of the Retirement Board meeting following the Plan's receipt of the claimant's request for review; unless the request for review is received within 30 days preceding the date of such meeting, in which case, a decision will be made no later than the date of the second Retirement Board meeting following the Plan's receipt of the claimant's request for review. Notwithstanding the preceding sentence, if special circumstances (such as the need to obtain further clarifying information) require further extension of time in order for the Retirement Board to make a decision with respect to the review, a decision will be made no later than the third Retirement Board meeting following the Plan's receipt of the claimant's request for review, and the claimant will be notified in writing, prior to the end of the initial review period, of the reasons for the extension and the expected decision date.

The claimant will be notified of the results of the review in writing after the determination.

Any notification of an adverse determination on review will:

- (1) state the specific reason(s) for the adverse determination;
- (2) reference the specific Plan provisions on which the adverse determination is based;
- (3) state that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
- (4) state that the claimant has the right to bring a civil action under ERISA section 502(a).